

Hi-Tech Alarms Limited – Terms & Conditions of Trade

- 1. Definitions**
- 1.1 "Supplier" shall mean Hi-Tech Alarms Limited its successors and assigns or any person acting on behalf of and with the authority of Hi-Tech Alarms Limited.
- 1.2 "Customer" shall mean the person or entity described as such on the invoices, application for credit, quotation, work authorisation or any other forms to which these terms and conditions apply, and shall include any person acting on behalf of and with the authority of such person or entity. Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Goods" shall mean Goods supplied by the Supplier to the Customer (and where the context so permits shall include any supply of Services and Service Contract as hereinafter defined) and are as described on the invoices, quotation, service contract, work authorisation or any other forms as provided by the Supplier to the Customer.
- 1.5 "Services" shall mean all services supplied by the Supplier to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Service Contract" shall mean the agreed Services provided to the Customer by the Supplier subject to clause 11 of this contract.
- 1.7 "Price" shall mean the cost of the Goods as agreed between the Supplier and the Customer subject to clause 4 of this contract.
- 1.8 UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- 2. Application of these terms and conditions to consumers**
- 2.1 Where the Customer buys Goods as a consumer these terms and conditions (in particular clauses relating to Risk, Disclaimer, Defects, Returns, Warranties, and Limitation of Liability) shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.
- 3. Acceptance**
- 3.1 Any instructions received by the Supplier from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Supplier shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 3.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be amended with the written consent of the Supplier.
- 3.4 The Customer undertakes to give the Supplier at least fourteen (14) days notice of any change in the Customer's name, address and/or any other change in the Customer's details.
- 3.5 These terms and conditions are to be read in conjunction with the Supplier's service contract. If there are any inconsistencies between these two documents then the terms and conditions contained in this document shall prevail.
- 4. Price And Payment**
- 4.1 At the Supplier's sole discretion the Price shall be either:
- (a) as indicated on invoices provided by the Supplier to the Customer in respect of Goods supplied; or
- (b) the Supplier's quoted Price (subject to clause 4.2) which shall be binding upon the Supplier provided that the Customer shall accept the Supplier's quotation in writing within thirty (30) days.
- 4.2 The Supplier reserves the right to change the Price in the event of a variation to the Supplier's quotation.
- 4.3 At the Supplier's sole discretion a deposit may be required.
- 4.4 At the Supplier's sole discretion:
- (a) payment shall be due on delivery of the Goods; or
- (b) payment shall be due before delivery of the Goods; or
- (c) payment for approved Customers shall be made by instalments in accordance with the Supplier's payment schedule; or
- (d) payment for maintenance and the service contract shall be billed annually on completion of the annual service, and payment shall be due as per clause 4.5.
- 4.5 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due thirty (30) days following the date of the invoice.
- 4.6 Payment will be made by cash, cheque or bank transfer, or by any other method as agreed to between the Customer and the Supplier.
- 4.7 VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
- 5. Delivery and Installation Of Goods**
- 5.1 At the Supplier's sole discretion delivery of the Goods shall take place when the Customer takes possession of the Goods at the Customer's nominated address (in the event that the Goods are delivered by the Supplier or the Supplier's nominated carrier).
- 5.2 At the Supplier's sole discretion the costs of delivery are included in the Price.
- 5.3 The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery.
- 5.4 The Customer shall provide clear and reasonable access to the premises on the date of agreed installation. Delays to the Supplier's technical staff waiting for access and/or cleaning of obstacles, or other Client causes, may result in the Customer being charged in addition to the Price.
- 5.5 In the event of special access being required or specialist work being necessary or specialist equipment being required, including but not limited to, the Supplier installing the Goods where asbestos is present, the Supplier may charge the Customer in addition to the Price.
- 5.6 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 5.7 The Supplier may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 5.8 The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated.
- 5.9 The Supplier shall not be liable for any loss or damage whatever due to failure by the Supplier to deliver the Goods (or any of them) promptly or at all.
- 6. Risk**
- 6.1 If the Supplier retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.
- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
- 6.3 The Supplier will not be responsible for damage to Goods or the Customers property where this arises from either the Customers faulty equipment or the Customers own negligence.
- 6.4 The Supplier will not be responsible for any damage or loss caused to the Customer during the installation of the Goods.
- 7. Title**
- 7.1 It is the intention of the Supplier and agreed by the Customer that ownership of the Goods shall not pass until:
- (a) the Customer has paid all amounts owing for the particular Goods; and
- (b) the Customer has met all other obligations due by the Customer to the Supplier in respect of all contracts between the Supplier and the Customer.
- 7.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Supplier's ownership or rights in respect of the Goods shall continue.
- 7.3 It is further agreed that:
- (a) where practicable the Goods shall be kept separate and identifiable until the Supplier shall have received payment and all other obligations of the Customer are met; and
- (b) until such time as ownership of the Goods shall pass from the Supplier to the Customer the Supplier may give notice in writing to the Customer to return the Goods or any of them to the Supplier. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
- (c) the Supplier shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- (d) if the Customer fails to return the Goods to the Supplier then the Supplier or the Supplier's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods; and
- (e) the Customer is only a bailee of the Goods and until such time as the Supplier has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for the Supplier; and
- (f) the Customer shall not deal with the money of the Supplier in any way which may be adverse to the Supplier; and
- (g) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Supplier; and
- (h) the Supplier can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and
- (i) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that the Supplier will be the owner of the end products.
- 8. Defects**
- 8.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed in writing that the Customer is entitled to reject, the Supplier's liability is limited to either (at the Supplier's

Hi-Tech Alarms Limited – Terms & Conditions of Trade

- discretion) replacing the Goods or repairing the Goods.
- 8.2 No Goods shall be accepted for return except in accordance with 8.1 above.
- 9. Returns**
- 9.1 The Supplier will not accept the return of non-defective Goods for credit.
- 10. Warranty**
- 10.1 Subject to the conditions of warranty set out in Clause 10.2 the Supplier warrants that if any defect in any workmanship of the Supplier becomes apparent and is reported to the Supplier within twelve (12) months of the date of delivery (time being of the essence) then the Supplier will either (at the Supplier's sole discretion) repair the defect or remedy the workmanship.
- 10.2 The conditions applicable to the warranty given by Clause 10.1 are:
- (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
- (i) Failure on the part of the Customer to properly maintain any Goods; or
- (ii) Failure on the part of the Customer to follow any instructions or guidelines provided by the Supplier; or
- (iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or
- (iv) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- (v) Fair wear and tear, any accident or act of God.
- (b) The warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Supplier's consent.
- (c) The Customer maintains the Goods through a service contract with the Supplier.
- (d) In respect of all claims the Supplier shall not be liable to compensate the Customer for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Customer's claim.
- 10.3 The Supplier will provide the Customer with a twelve (12) month warranty for the Goods or such , warranty provided by the manufacturer which excludes labour costs. Whilst the Supplier shall honour any manufacturer warranty the Supplier shall not be bound by nor responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 10.4 In the case of second hand Goods, the Customer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Supplier as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Supplier shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.
- 10.5 To the extent permitted by statute, no warranty is given by the Supplier as to the quality or suitability of the Goods for any purpose and any implied warranty is expressly excluded. The Supplier shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.
- 11. Service Contract**
- 11.1 Where the Customer agrees to a service contract for intruder alarms (as stipulated on the service contract form or any other forms as provided by the Supplier to the Customer), then unless otherwise agreed or stated in writing, the contract term will be for a period of twelve (12) months (the Term)
- 11.2 The intruder alarm service contract shall include an annual service together with any other cover as outlined in the Customerservice contract except in the event of costs relating to signalling devices, remote control equipment, accidental or deliberate damage or an act of God, in which event, the Supplier may charge the Customer in addition to the Price.
- 11.3 On completion of the Term , the Supplier may assess the Goods and provide a quote to the Customer to update the intruder alarm system if required. The Supplier may use its discretion to withdraw the Services from the Customer and/or make recommendations to allow an alternative solution for the parties.
- 12. Sale of Goods Act 1979 and Supply of Goods and Services Act 1982**
- 12.1 This agreement is subject to the provisions of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 (or any replacement or re-enactment thereof) in all cases except where the Customer is contracting within the terms of a trade/business (which cases are specifically excluded).
- 12.2 Notwithstanding clause 12.1 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts, laws or legislation.
- 13. Intellectual Property**
- 13.1 Where the Supplier has designed, drawn or written Goods for the Customer, then the copyright in those designs and drawings shall remain vested in the Supplier, and shall only be used by the Customer at the Supplier's discretion.
- 13.2 The Customer warrants that all designs or instructions to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Customer's order.
- 14. Default & Consequences of Default**
- 14.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 14.2 The Supplier may charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 14.3 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis and the Supplier's collection agency costs.
- 14.4 Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier exercised its rights under this clause.
- 14.5 If any account remains overdue after thirty (30) days then an amount of £20.00 shall be levied as an administration fee and shall be levied for each month that the account remains overdue, which sums shall become immediately due and payable.
- 14.6 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to meet its payments as they fall due; or
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
- 15. Security And Charge**
- 15.1 Despite anything to the contrary contained herein or any other rights which the Supplier may have howsoever:
- (a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Supplier or the Supplier's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Supplier (or the Supplier's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (b) should the Supplier elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) The Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Supplier or the Supplier's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 15.1.
- 16. Cancellation**
- 16.1 The Supplier may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatever arising from such cancellation.
- 16.2 In the event that the Customer cancels delivery of Goods (except in the event of a cancellation of the Service Contract) the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
- 16.3 The Customer agrees that any Service Contract is for a minimum period as stated on the quotation, service contract or any other forms as provided by the Supplier to the Customer (and where no minimum period is stated, the Service Contract will be for a minimum period of twelve (12) months). In the event that the Customer cancels the Service Contract before the end of the minimum period then the Customer will be liable for a charge of 40% of the annual price for every year or part thereof remaining.
- 17. Data Protection Act 2018**
- The Supplier will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 17.1 The parties acknowledge and accept the words **controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures** have the meaning as defined in the Data Protection Legislation
- 17.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the controller and processor.
- 17.3 The Customer and the Guarantor/s (if separate to the Customer) authorises the Supplier to:

- (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
- (b) to disclose information about the Customer, whether collected by the Supplier from the Customer directly or obtained by the Supplier from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing a default by the Customer on publicly accessible credit reporting databases.

17.4 The Supplier may also use information about the Customer to monitor and analyse its business. In this connection the Customer authorises the Supplier to disclose personal information to agents or third parties engaged by the Supplier.

17.5

Without prejudice to the generality of this clause, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract: process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

the data subject has enforceable rights and effective legal remedies;

the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data; assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

notify the Customer without undue delay on becoming aware of a personal data breach;

at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and

maintain complete and accurate records and information to demonstrate its compliance with this clause and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

18. Limitation of Liability

18.1 The Supplier shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit or goodwill) suffered by the Customer or any third party arising out of a breach by the Supplier of these terms and conditions.

18.2 In the event of any breach of this contract by the Supplier the remedies of the Customer shall be limited to damages and the Supplier's liability (if any) whether in contract, tort or otherwise in respect of any defect in the Goods, or for any breach of these terms and conditions, or of any duty owed to the Customer in connection with them shall be limited to the amount of the Price.

18.3 For the avoidance of doubt, nothing in these terms and conditions shall exclude or restrict the Supplier's liability to any person for death or personal injury to that person resulting from the Supplier's negligence.

19. Unpaid Supplier's Rights

19.1 Where the Customer has left any item with the Supplier for repair, modification, exchange or for the Supplier to perform any other Service in relation to the item and the Supplier has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Supplier shall have:

- (a) a lien on the item;
- (b) the right to retain the item for the Price while the Supplier is in possession of the item;
- (c) a right to sell the item.

19.2 The lien of the Supplier shall continue despite the commencement of proceedings, or judgement for the Price having been obtained.

20. Customer's Disclaimer

20.1 The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by the Supplier and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgement.

21. General

21.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of England and Wales and are subject to the jurisdiction of the courts of England and Wales.

21.3 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by the Supplier.

21.4 The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

21.5 The Supplier reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Customer of such change. Except where the Supplier supplies further Goods to the Customer and the Customer accepts such Goods, the Customer shall be under no obligation to accept such changes.

21.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.